

Barry N. Guterman, Esq. (BG6410)
Robert Briere, Esq. (RB6080)
Barry N. Guterman & Associates, P.C.
Attorneys for Third-Party Defendant
OneBeacon Insurance Company
60 East 42nd Street, 46th Floor
New York, New York 10165
(212) 983-1466

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK**

SILVEX DESIGNS, INC.

-----X

Plaintiff,

v.

FAST FLEET SYSTEMS, INC., QUEBECOR WORLD LOGISTICS, INC. d/b/a Q.W. EXPRESS, STATION OPERATOR SYSTEMS, INC., INTEGRITY TRANSPORT, INC., EDWARD EAGAN, individually, NICA, INC., JIRARI CORP., and HICHAM JIRARI, individually,

ECF CASE

07-cv-03740-(DC) (DFE)

Defendants,

FAST FLEET SYSTEMS, INC.,

**THIRD-PARTY DEFENDANT
ONEBEACON INSURANCE
COMPANY'S ANSWER TO
NICA'S CROSS-CLAIMS**

Third-Party Plaintiff,

v.

ONEBEACON INSURANCE COMPANY, STATION OPERATOR SYSTEMS, INC., INTEGRITY TRANSPORT, INC., EDWARD EGAN, individually, NICA, INC., JIRARI CORP., and HICHAM JIRARI, individually,

Third-Party Defendants.

Third-Party Defendant, OneBeacon Insurance Company (“OneBeacon”), by its attorneys, Barry N. Guterman & Associates, P.C., for its Answer and Affirmative Defenses to Defendant NICA, Inc.’s (“NICA”) Cross-Claims, states as follows:

OneBeacon denies NICA’s Cross-Claim for indemnification and contribution.

**AS AND FOR A FIRST
AFFIRMATIVE DEFENSE**

1. NICA fails to state claims upon which relief can be granted against OneBeacon.

**AS AND FOR A SECOND
AFFIRMATIVE DEFENSE**

2. To the extent that NICA failed to file Cross-Claims within the period prescribed, these Cross-Claims are time barred.

**AS AND FOR A THIRD
AFFIRMATIVE DEFENSE**

3. To the extent that NICA failed to meet the minimum filing requirements of filing a proper written claim within the time prescribed, these Cross-Claims are time barred.

WHEREFORE, Third-Party Defendant OneBeacon Insurance Company prays for judgment: (1) dismissing the NICA’s Cross-Claims, with prejudice, together with costs, expenses, interest, and attorneys’ fees; and (2) for such other and further relief as this Court deems just and proper.

Dated: New York, New York
December 28, 2007

By: /s/ Barry Guterman
Barry N. Guterman, Esq. (BG-6410)
Robert Briere, Esq. (RB6080)
Barry N. Guterman Associates, P.C.
60 East 42nd Street, 46th Floor
New York, New York, 10165
(212) 983-1466 (phone)
(212) 983-1229 (fax)

Attorneys for Third-Party Defendant
OneBeacon Insurance Company

To: Brian Thomas Del Gatto
Wilson Elser, Moskowitz
Edelman & Dicker LLP
3 Gannet Drive
White Plains, NY 10604
(914) 323-7000
(914) 323-7001 (fax)
delgattob@wemed.com
Attorneys for Plaintiff

Lawrence Peter Thees
Lawrence P. Thees, Esq.
407 Green Avenue
Brielle, NJ 08730
(732) 489-7900
(732) 875-0753 (fax)
Istail@aol.com
Attorneys for Defendant Fast Fleet Systems, Inc.

Andrew Robert Brown
Anthony J. Pruzinsky
Hill, Rivkins and Hayden
45 Broadway
New York, New York 10006
(212) 669-0617
(212) 669-0699 (fax)
abrown@hillrivkins.com
Attorneys for Defendant Quebecor World Logistics, Inc.
d/b/a Q.W. Express

Anthony Joseph Belkowski
Hedinger & Lawless
110 Wall Street, 11th Floor
New York, New York 10005
(212) 759-8203 (phone)
(212) 751-2984 (fax)

Attorneys for Defendant Fast Fleet Systems, Inc.

Lance O. Olitt
Mandelbaum, Salsburg, P.C.
155 Prospect Avenue
West Orange, New Jersey 07052
(973) 356-4600 (phone)
(973) 736-4670 (fax)

Attorneys for Defendant NICA, Inc.

Station Operator Systems, Inc.
475 Division Street
Elizabeth, New Jersey 07201

Integrity Transport, Inc.
475 Division Street
Elizabeth, New Jersey 07201

Edward Egan
8 Burnside Court
Cranford, New Jersey 07016-2630

OB2722.OB Answer t NICA Cross.Claim